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**INTERNATIONAL  
STUDENT EXCHANGE AGREEMENT**

Between

**UNIVERSITY OF TECHNOLOGY SYDNEY**

and

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO**

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THIS INTERNATIONAL STUDENT EXCHANGE AGREEMENT is made BETWEEN:

**UNIVERSITY OF TECHNOLOGY SYDNEY** (ABN 77 257 686 961) of 15 Broadway, Ultimo, New South Wales, 2007 Australia ("**UTS**")

**AND:**

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO**, Scholes Hall, Suite 144, Albuquerque, NM 87131 USA ("**UNM**")

UTS and UNM will collectively be referred to as "the Parties."

**RECITALS**

- A. UTS is a tertiary institution and body corporate established under the University of Technology Sydney Act 1989 (NSW). UTS has strong links to industry, the professions and the community and has a growing research reputation and a strong commitment to internationalisation.
- B. The UNM is an institution of higher education established by the constitution of the State of New Mexico with full legal standing.
- C. The Parties wish to enter into this Student Exchange Agreement (SEA) to establish a Student Exchange Program between their Institutions in order to provide participating students with an opportunity to internationalise their curriculum on the following conditions:

NOW THE PARTIES AGREE AS FOLLOWS:

1. Definitions:

**Exchange** means the exchange of Exchange Students between the Institutions under the Student Exchange Program established by this Agreement.

**Exchange Student** means a student who has been accepted to study at the Host University for a specified period under the reciprocal arrangements and terms and conditions of this Agreement.

**Home University** means the Institution at which students are currently enrolled.

**Host University** means the Institution that has agreed to receive students from the Home University.

**Institution** means the tertiary institution of each of the Parties to this Agreement.

**Student Exchange Agreement (SEA)** means this document and all schedules to this document.

**Student Exchange Program or Exchange Program** means a reciprocal program under this Agreement whereby students from each Institution have the opportunity to enrol in a full time non-award study program at the other Institution for a specified period of one to two Sessions/Semesters.

**Semester** means one of the two teaching periods of the academic year at UNM.

**Session** means one of the two main teaching sessions of the academic year at UTS commencing in either February/March or July/August.

2. The Parties agree that each Institution shall make available up to ten (10) Session/Semester places to Exchange Students from the other Institution each calendar year. This means in one calendar year up to ten (10) Exchange Students from each Home University may enrol at each Host University for one (1) Session/Semester each. Alternatively, in one year, up to five (5) Exchange Students from each Home University may enrol at each Host University for two (2) Sessions/Semesters each. It is expected that the number of Exchange Students calculated in Sessions/Semester places will balance over the life of this Agreement.
3. Neither the Home University nor the Exchange Students involved in this Exchange Program pay tuition fees to the Host University. Exchange Students will continue to pay any fees as required to their Home University. Exchange Students are responsible for all their personal costs, including, without limitation, visa and travel documentation, housing, international and local travel, food, health, textbooks, and all other personal expenses. UTS students must pay UNM's administrative fee that is charged to all international students plus any applicable course fees, laboratory fees, and/or recreation fees.

4. UNM Students studying as Exchange Students at UTS must purchase Overseas Student Health Cover (OSHC) as a condition of their visa for entering Australia, the information of which is accessible at:

<<http://www.health.gov.au/internet/main/publishing.nsf/content/overseas+student+health+cover+faq-1>>.

Outgoing UTS Exchange Students are provided with cover under UTS health and travel insurance arrangements.

5. The Home University is responsible for screening, selecting and nominating Exchange Students for this Exchange Program. Each Host University reserves the right to review and make final decisions in its absolute discretion on the admissibility of each Exchange Student nominated by the Home University. Where practicable, the Home University will advise the Host University of its nominated Exchange Students at least three months prior to the proposed Exchange and the Host University will provide the Home University with at least two months' notice of Exchange Students that it has accepted from the Home University.
6. Exchange Students are enrolled as full-time, non-award students at the Host University. They are candidates for degrees at the Home University and in general are not eligible to be awarded a degree at the Host University.
7. Exchange Students may apply to study in any part of the Host University where they meet the general and academic requirements and prerequisites. These include any language requirements for entry. At UTS, students who do not meet the required level of English language may be eligible to enrol in the Australian Language & Culture Program. Information on this program is accessible at: <<http://www.uts.edu.au/future-students/international-studies/study-areas/australian-language-and-culture-studies-program>>. At UNM, students who do not meet the required level of English language may be eligible to enrol in the Center for English Language and American Culture, a self-supporting UNM unit that charges tuition to all students, including exchange students. Information on this program is accessible at: <http://celac.unm.edu/>.
8. All UTS Exchange Students are required to obtain prior written approval from both UTS and UNM of all proposed subjects to be undertaken at the Host University. These approvals will usually be organised in advance through the application process. It is the responsibility of the Exchange Student and the Home University to check and determine whether the subjects undertaken at the Host University will count towards an award at the Home University.
9. UNM's School of Medicine and College of Nursing are closed to exchange students. The following UNM programs may have restrictions that affect course availability: Early Childhood Education, Business Administration, Elementary Education, Law, Nutrition and Dietetics, Secondary Education, and Special Education.
10. The Parties acknowledge that the academic and research standards properly established by each Institution must be maintained at all times and that the relationship between the Parties will not operate to constrain either Institution from applying those standards.

11. Transcription of results and academic records will be provided to the Home University by the Host University as soon as practicable after the completion of a period of exchange study, and in accordance with all applicable laws, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and Home University policies.
12. Students enrolled as Exchange Students are subject to all the rules and regulations of the Host University, and the laws and regulations of the country and state in which the Host University is located. Any breach of the rules and regulations of the Host University by an Exchange Student will be dealt with in accordance with the student misconduct or disciplinary rules of the Host University.
13. The Host University will provide Exchange Students with academic counselling; assistance at enrolment and information on courses of study; and access to library and other facilities to the extent any enrolled student at the Host University is entitled to these.
14. Exchange Students are responsible for obtaining and maintaining a visa and any related documents necessary to ensure compliance with the Host University's applicable immigration laws and regulations during participation in a period of exchange study.
15. The Host University will provide assistance in finding accommodation but there are no obligations on the Host University to provide accommodation, and no assurances or guarantees on the provision of accommodation can be expected by Exchange Students or the Home University.
16. Each Party must undertake the promotion of the education and training services of the other Party in a professional manner, and maintain the integrity and reputation of the other Party and its respective international education and training industry. In particular, all promotional and marketing materials used by each Party to promote the other must:
  - (a) have been provided by the other Party specifically for promotional and marketing purposes; or
  - (b) have been approved in advance in writing by the other Party prior to distribution.
17. Each Party shall amend or replace promotional or marketing materials as requested by the other Party including if such amendments or replacements are required by law.
18. No Party will have the right to use the name or logo of another Party without that Party's prior written consent. Use of the name and logo of another party should be in compliance with any other conditions attached to such consent.
19. Each Party will ensure that before any public statements (including statements to the media or articles relating to their joint activities) are released or published that the prior written consent of the other Party is obtained.

20. The Parties acknowledge that they may be required to meet certain obligations under the laws and regulations applicable in their own jurisdiction and in the jurisdiction of the other Party, including but not limited to sanctions laws; export control laws; privacy and data control laws; work, health and safety laws; immigration laws and laws relating to provision of education to international students. Each Party understands and acknowledges that such laws and regulations may affect or restrict this Agreement and/or the activities contemplated under this Agreement. The Parties acknowledge that in any activities or projects contemplated by this Agreement they will comply with all laws and regulations of their own jurisdiction and take all reasonable steps to ensure compliance with the laws and regulations of the other Party's jurisdiction where requested to do so by the other Party provided such compliance is not in breach of any law or regulation of a Party's own jurisdiction.
21. The Parties will maintain all insurances or other means of coverage required under the laws and regulations of their respective countries.
22. In no circumstances will a Party be liable for any loss, damage, costs or expenses of any nature in relation to: (i) any indirect, special or consequential losses; or (ii) any loss of profits (whether direct or indirect); or (iii) goodwill, which arise directly or indirectly from that Party's breach or non-performance of this Agreement, or from any liability arising in any other way from the subject matter of this Agreement, but nothing in this Agreement excludes any liability for death or personal injury or any other liability which cannot by law be excluded.
23. Each Party is liable for costs associated with preparing, negotiating and executing this Agreement.
24. The terms of this Agreement may be amended by mutual consent in writing.
25. The Agreement shall remain in place for five years after the last signature, and the Parties may agree to review it with a view to extending its term.
26. This Agreement may be terminated unilaterally by either Party, by giving not less than twelve months written notice, although all students enrolled at that time as Exchange Students must be permitted to complete their exchange studies.
27. Where a problem or dispute arises between the Parties they will first seek to resolve that dispute between themselves and will in use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the Parties may elect a third Party by mutual consent, who shall examine the problem or dispute and provide recommendations. All expenses incurred in appointing the elected third Party shall be shared equally by the Parties. Nothing in this paragraph shall limit either Party's ability to pursue any available legal remedy after first seeking to resolve a problem by direct negotiation.
28. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by

e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. If this Agreement is not signed on the same date, this Agreement will commence on and from the last date of signing.

29. The Parties agree that this Agreement does not create or evidence a relationship between them of partnership, joint venture, employer and employee or agency.
30. This Agreement constitutes the entire Agreement between the Parties and any prior arrangements, agreements, warranties, representations or undertaking with respect to the matters set out in this Agreement are superseded.
31. All communications and notices between the Parties under this Agreement must be in writing and made through the Nominated Representatives as set out below or as alternatively advised by a Party in writing from time to time:

**UTS Nominated Representative:**

Mr Simon Watson  
Manager, International Mobility and Services  
UTS International  
15 Broadway, Ultimo NSW 2007, Australia  
Telephone: +61 2 9514 2589  
Facsimile: +61 2 9514 1530  
Email: [Simon.Watson@uts.edu.au](mailto:Simon.Watson@uts.edu.au)

**UNM Nominated Representative**

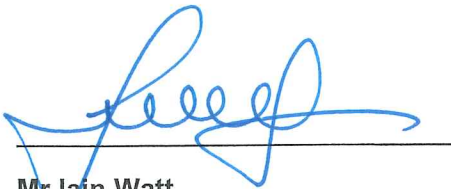
Executive Director, Global Education Initiatives  
University of New Mexico  
MSC06 3850  
Albuquerque, NM 87131-0001 USA  
1-505-277-4032 phone; 1-505-277-1867 fax  
Email: [geo@unm.edu](mailto:geo@unm.edu)  
<http://geo.unm.edu>

A notice given in accordance with clause 31 is taken to be received:

- (a) if emailed, when the receiving Party acknowledges having received the email; or
- (b) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within the next two business days after that transmission, the recipient informs the sender that it has not received the entire notice.

EXECUTION PAGE

Signed for the Parties as an International Student Exchange Agreement by:



**Mr Iain Watt**  
Deputy Vice-Chancellor and Vice-President  
(International)

University of Technology Sydney

Date: 30/8/18, 2018



**Professor Chaouki Abdallah**  
Provost and Executive  
Vice President for Academic Affairs

University of New Mexico

Date: 8/20/18, 2018